

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

Mutual Aid Agreement

The undersigned law enforcement agencies agree pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), as follows:

Section 1

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state or federal government.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Illinois Law Enforcement Training and Standards

Board or federal law) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the State of Illinois.

Stricken law enforcement agency: A participating law enforcement agency who has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken law enforcement agency, to request assistance from an aiding law enforcement agency, he is hereby authorized to do so, under the terms of this mutual aid agreement. The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken law enforcement agency.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.

At the emergency site, the most senior officer of the stricken law enforcement agency who is present shall assume full responsibility and command for operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources. Each participating law enforcement agency shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The chief law enforcement officers of the participating agencies will maintain a governing board and establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

Section 4

Adoption

This mutual aid agreement shall be in full force and an in effect when approved and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his law enforcement agency.

Section 5

Termination

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

Section 6
Signatory Page

This signatory certifies that this mutual aid agreement, for the Illinois Law Enforcement Alarm System (ILEAS), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

IL. COMMERCE COMMISSION

Political Entity or Agency

LS. L. Thayer

Chief Law Enforcement Officer

SETH W. MEIN

President, Mayor, Chairman or other Chief
Executive Officer (if applicable)

CHIEF OF POLICE

Title

29 April 2003

Date

29 APRIL 2003

Date

Attest:



POLICE COMMANDER

Title

29 APRIL 2003

Date